

eight percent (98%) of the number of P2 Pigs requested by the Producer (98% of the number requested hereinafter referred to as the "Tolerance Amount"). The final number of P2 Pigs delivered on any Fill date shall be determined no later than 48 hours after the time of delivery, and shall be net of the number of P2 Pigs which arrive dead, die within 48 hours of delivery, or are 100% discount pigs.

3. In the event Cargill delivers a Fill of pigs which, after deducting pigs arriving dead, dying within 48 hours of delivery, or 100% discount pigs, is less than the Tolerance Amount, then Cargill shall, in its sole discretion and as Producer's sole remedy, either (i) promptly deliver from the same single nursery source additional P2 Pigs to Producer so that, after delivery of the additional pigs, the total number delivered against the Request order is at least the Tolerance Amount, or (ii) pay to Producer a sum equal to \$.49 per week times the number of weeks used for the current Group of pigs based on the then applicable Matrix for each pig not delivered below the Tolerance Amount. Any sums paid under this section B(3) shall be paid at the end of the relevant turn.

4. In the event Cargill delivers more than the number of P2 Pigs requested, Producer shall purchase any such pigs under the terms of this Request, unless Cargill and Producer otherwise agree in writing.

5. That all claims for deficiencies (other than dead pigs, or pigs with clinical sickness as determined in accordance with the PorkWorks Health and Veterinary Procedures stated in Exhibit B - the "H & V Procedures") in the P2 Pigs sold and purchased under this Request, and which are discovered within 48 hours of delivery, are to be fully and finally settled between Cargill and Producer by either (at Cargill's sole discretion): (i) Cargill's replacement of the deficient pigs, or (ii) the allowance for discounts in accordance with Cargill's current PorkWorks Blemished Pig Adjustment Policy (the "Blemish Policy"), which may be amended or adjusted by Cargill from time to time. A copy of the current Blemish Policy is attached hereto as Exhibit C. Producer agrees that the provisions of the Blemish Policy constitute its sole remedy against Cargill for any such deficient pigs.

6. That in the event any pigs delivered under this Request show observable, clinical sickness (other than deficiencies addressed in the Blemish Policy) within forty eight (48) hours of their delivery, then the notice, documentation, evaluation and compensation provisions of the H & V Procedures shall apply to such pigs. Producer agrees that the provisions of the H & V Procedures constitute Producer's sole remedy against Cargill for any such pigs, and acknowledges that Cargill has no liability for pigs which first show an observable, clinical sickness more than 48 hours after delivery.

7. To feed only Cargill-recommended products to the P2 Pigs purchased under this Request.

8. To dispose of all pigs which arrive dead or which die at any time